OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

# **Exhibit A to Registration Statement** Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of

Justice, Washington, DC 20530; and to the Office of Information and	Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.		
Name and Address of Registrant     Information Management Services, Inc.     1201 16th St. NW, Suite 414     Washington, D.C. 20036	2. Registration No.		
3. Name of Foreign Principal Government Communications Office of the State of Qatar	4. Principal Address of Foreign Principal c/o the Embassy of the State of Qatar 2555 M St NW Washington, D.C. 20037		
5. Indicate whether your foreign principal is one of the followi  ☑ Government of a foreign country  ☐ Foreign political party	ng:		
Foreign or domestic organization: If either, check or	<u> </u>		
Partnership Committee			
☐ Corporation ☐	Voluntary group		
Association	Other (specify)		
☐ Individual-State nationality			
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant			
Government Communications Office of the State	of Qatar		
b) Name and title of official with whom registrant de	als		
Sheikh Saif Bin Ahmed Al-Thani, Director of the G			
7. If the foreign principal is a foreign political party, state: a) Principal address			
b) Name and title of official with whom registrant de	eals		
c) Principal aim			

<sup>1 &</sup>quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States. FORM NSD-3

8. If the foreign prin	ncipal is not a foreign government or a foreign	political party:		
~ -	e nature of the business or activity of this fore			
•	oreign principal:	4	str. umtmitit	van en van En
	by a foreign government, foreign political par			Yes 🗌 No 🗌
•	a foreign government, foreign political party,	_		Yes ☐ No ☐
	Directed by a foreign government, foreign political party, or other foreign principal			Yes No
	by a foreign government, foreign political par	-	7 7	Yes 🔲 No 🛄
•	y a foreign government, foreign political party	· · · · · ·	• • • • • • • • • • • • • • • • • • • •	Yes No
Subsidized	in part by a foreign government, foreign politi	cal party, or oth	ner foreign principal	Yes 🖸 No 🗖
O Evaloia fully all i	terns answered "Yes" in Item 8(b). (If addition	nal engage in ma	adad a full impart maga must h	a waid l
9. Explain tully all I	tems answered 'i es in tem o(b). (i) dadino	nui space is nei	eueu, u jun mseri page musi oi	e useu.j
	ncipal is an organization and is not owned or	controlled by a	foreign government, foreign p	olitical party or other
foreign principa	, state who owns and controls it.			
		•		
	FYEC	UTION		
	EAEC	OTION		
In accordance wi	th 28 U.S.C. § 1746, the undersigned swears	or affirms under	r penalty of perjury that he/she	has read the
information set for	orth in this Exhibit A to the registration staten eir entirety true and accurate to the best of his	ent and that he	/she is familiar with the conter	nts thereof and that su
contents are in in	en entirety due and accurate to the best of his	uer knowiedge	and benefi	
Date of Exhibit A	Name and Title		Signature	<u></u>
June 29, 2017	Jeffrey S. Klueter, President		/s/ Jeffrey S. Klueter	eSigne

OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement** Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(e) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Information Management Services, Inc. 1201 16th St. NW, Suite 414 Washington, D.C. 20036

2. Registration No.

3. Name of Foreign Principal

Government Communications Office of the State of Qatar

#### Check Appropriate Box:

- 4. A The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Information Management Services, Inc. will provide research, communications, and strategic support on behalf of the Government Communications Office of the State of Qatar, withing the United States.

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8. Describe fully th	e activities the registrant engages in or pro	oposes to engage in on behalf of the above f	oreign principal.
	•		
	•		
9. Will the activities the footnote belo		include political activities as defined in Sec	tion 1(0) of the Act and in
	ll such political activities indicating, amo means to be employed to achieve this pu	ng other things, the relations, interests or po-	licies to be influenced
	nagement Services, Inc. will provide rese ty and economic relationship.	arch, communications, and strategic suppo	ort to help improve the U.
	•		
•			
			. <u> </u>
	ÉŽ	KECUTION	
information set for		rs or affirms under penalty of perjury that he ement and that he/she is familiar with the co his/her knowledge and belief.	
Date of Exhibit B	Name and Title	Signature	
June 29, 2017	Jeffrey S. Klueter, President	/s/ Jeffrey S. Klueter	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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IMS; Inc. 1201 16th Street, NW Suite 414 Washington, DC 20036

June 19, 2017

Government Communications Office of the State of Qatar c/o the Embassy of the State of Qatar 2555 M St NW Washington, DC 20037

Re: Engagement of Services

This letter will formalize IMS, Inc.'s ("Consultant") relationship with the Government Communications Office of the State of Qatar ("Client") in providing research, communications and related support services.

### ROLES AND RESPONSIBILITIES

This letter sets forth the agreement between the Government Communications Office of the State of Qatar ("Client") and IMS ("Consultant"), whereby Consultant personnel and Consultant Subcontractors will provide to Client the services described herein.

Consultant's support to the Client is comprised of four (04) separate but related areas of activity:

- 1.1 Situational Awareness
- 1.2 Open Source Analytics
- 1.3 Strategic Counsel
- 1.4 Direct Support and Engagement

All documents obtained and work products created during the course of this engagement will be and will remain the property of Client, and will be strictly segregated from other files and documents at Consultant's offices.

## CONFIDENTIALITY

(a) Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of the Client, including business and activities relating to the services rendered under this

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Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").

- (b) The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.
- (c) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Consultant notifies Client, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.
- (d) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).
- (e) The obligations set forth in this paragraph shall survive indefinitely the termination of this Agreement.

### FEES, COST AND EXPENSES

### Monthly Fees

The Professional Service Fee for Consultant support is Three Hundred Seventy-Five Thousand US Dollars per month (\$375,000.00USD) paid monthly on the first day of each month.

Payment will be made by Wire Transfer. Please see attachment 'A.

#### Term

The Period of Performance for this engagement shall be three (03) months and renewable in three (03) month (or quarterly) increments.

#### Travel, Lodging and Other Expenses:

The agreement requires that all travel, lodging and other direct costs be prepaid from an established escrow account set up in our Washington, D.C., office. All expenses incurred in the

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performance of our services will be reimbursed on a monthly basis by the client from the Revolving Account for Expenses. Expenses include vendors, printing, supplies, telephone; travel, lodging, messenger, postage, telecommunications and those items specifically authorized by the client.

### Revolving Account for Expenses

Revolving Expenses Account: Consultant requires \$250,000 00USD initial escrow payment for expenses. As expenses are incurred, they will be deducted from the \$250,000.00USD and the Client will be invoiced monthly for the expenses to bring the revolving fund back to \$250,000.00USD. Written approval must be given by the client for any expenditure over \$25,000.00USD. Please see attachment 'B.' Unused escrow funds upon the termination of this engagement will be refunded to client.

## LIMITATION ON LIABILITY

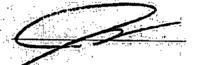
Client agrees that Consultant and its personnel will not be liable to Client for any claims, liabilities, or expenses relating to this engagement. In no event will Consultant or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement. The Limitation on Liability provisions of this engagement letter will apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. These provisions and the other agreements and undertakings contained in this engagement letter will survive the completion or termination of this engagement.

[Signature page follows.]

Client By: GCO Officer

IMS, Inc. By: Jeff S. Klueter

Date: 6/19/2017



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## ATTACHMENT A

Invoice for first month professional services, \$375,000.00 USD

The Monthly Professional Services fee of \$375,000 USD is to be paid by wire transfer to:

# Transfer Information

Receiving Bank: PNC Bank, 650 Pennsylvania Ave SE, Washington, DC 20003

PNC Bank SWIFT Code: PNCCUS33

For Wire Transfers, use the PNC Bank ABA number:

For Fund Transfers, use the check routing number:

Beneficiary: Information Management Services, Inc

Beneficiary Account Number:

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### ATTACHMENT B

Invoice for Deposit of Revolving Fund of \$250,000.00 USD

Revolving Fund: Consultant requires that implementation costs and other project costs, when approved by the Client, be prepaid from an established escrow account of \$250,000 set up in Consultant's Washington, D.C., office. Each month Client must replenish the escrow account for the expenses incurred to bring the beginning monthly balance back to \$250,000. All expenses incurred in the performance of our services must be reimbursed on a monthly basis by the client.

Consultant will submit a separate invoice with receipts detailing the expenses paid out of the revolving expense account, and the total amount of expenses for that month that is to be replaced / reimbursed by Client along with the monthly Professional Services fee.

The Revolving Fund Deposit of \$250,000 USD is to be paid by wire transfer to:

## Transfer Information

Receiving Bank: PNC Bank, 650 Pennsylvania Ave SE, Washington, DC 20003

PNC Bank SWIFT Code: PNCCUS33

For Wire Transfers, use the PNC Bank ABA number:

For Fund Transfers, use the check routing number:

Beneficiary: Information Management Services, Inc

Beneficiary Account Number: